NOTICE & INVITATION FOR BIDS TOWN OF GILBERT

Supplies: Street Light Poles and Supplies

Solicitation Number: 2014-4106-0367

Bid Opening: July 14, 2014 at 2:00 PM MST (local AZ time)

Location: Town Clerk's Office, 50 East Civic Center Drive, Gilbert, AZ 85296

Staff Contact / telephone number: Jason Harris / 480-503-6903

Contract Documents available at: Bid documents may be downloaded from www.gilbertaz.gov/rfp

Sealed proposals will be received by the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until the time and date cited above.

Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the Offeror's responsibility to assure proposals are received at the above location on or before the specified time.

Bids will be publicly read aloud immediately after the time for receiving bids. Only the Offerors' names will be read aloud, and the determination of the lowest, responsive, and responsible bid will be made after further Gilbert review.

Supplies Sought: Street Light Poles and Supplies

<u>Bid Requirement:</u> Each bid will be in accordance with the bid requirements, set forth in the Invitation for Bids. Any bid which does not conform in all material respects to the Invitation for Bids may be considered non-responsive.

<u>Right to Reject Bids</u>: Gilbert reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this solicitation.

Issue Date: 6/20/2014	TOWN OF GILBERT, ARIZONA
Publications Date(s)	
6/20, 6/21, 6/22, 6/23	, Town Clerk

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IMPORTANT OFFEROR'S CHECK LIST

[]	1.	Attachments 1, 2, and 3 are signed and included in the Bid. (Bids not signed in this section will not be considered.)
[]	2.	References are enclosed as Attachment 4.
[]	3.	The bid prices offered have been reviewed and submitted in <u>both</u> hard copy and electronic format (USB drive or compact disc) using Town-issued Excel file.
[]	4.	Any required descriptive literature or other information have been included.
[]	5.	The delivery/shipment information has been included.
[]	6.	Any addendums have been included/noted in Offer Section. (See Attachment 1)
[]	7.	The mailing envelope/package has been addressed to:
		Town Clerk's Office 50 East Civic Center Drive Gilbert, Arizona 85296
[]	8.	Bid Package/Envelope has been identified with solicitation number and title.
[]	9.	Attachments 1, 2, 3, and 4 and Exhibit A (Pricing List) have been completed and enclosed. Attachment 5 is for reference only and is <u>not</u> to be submitted.
[]	10.	The bid is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the bid cannot be considered.)

BID DOCUMENTS FOR: Solicitation No. 2014-4106-0367, Street Light Poles and Supplies FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to enter into a contract with a vendor(s) whereby Gilbert may purchase supplies during the term of the contract at the prices set forth in the contract. The supplies shall be delivered FOB Gilbert and shall be fully assembled and ready for use.

INSTRUCTIONS TO OFFERORS

- 1.0 <u>Bid Opening Date and Location:</u> **2:00 PM MST (local AZ time), July 14, 2014** Bids will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until date/time shown above, at which time the names of the offerors will be publicly read. Bid prices will not be read. Late bids will not be considered.
- 1.1 Questions Due: 1:00 PM MST (local AZ time), July 7, 2014
 Requests for additional information relating to this solicitation should be emailed to: Jason Harris, jason.harris@gilbertaz.gov
- 1.2 <u>Bid Documents Available:</u> Documents may be downloaded from <u>www.gilbertaz.gov/rfp</u>. The Bid Documents consist of four parts: I. Instructions to Offerors, II. General Conditions, III. Specifications and Design Standards, and IV. Offeror's Bid (form).
- 1.3 <u>Incorporation of Bid Documents:</u> All of the Bid Documents apply to and become a part of the terms and conditions of the Bidder's bid.
- 1.4 <u>Bidder's Bid Form:</u> Bids must be submitted only on the Bidder's bid form. All bids must be submitted in a sealed envelope clearly marked "**Solicitation #2014-4106-0367: Street Light Poles and Supplies**"
- 1.5 Pre-Proposal Conference: None.
- 1.6 <u>Gilbert's Right to Reject Bids:</u> The Town of Gilbert reserves the right to reject any and all bids and to waive technicalities in the bidding.
- 1.7 <u>Late Bids</u>: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by the Gilbert. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.
- 1.8 <u>Bid Amendment or Withdrawal</u>: A Bid may be withdrawn anytime before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

- 1.9 <u>Public Record</u>: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Bids submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the bid that are submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the bid as confidential or proprietary in order for the bid to apply for a court order blocking the release of the information.
- 1.10 <u>Persons with Disabilities</u>: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 1.11 <u>Bid Acceptance Period</u>: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Gilbert may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Gilbert. Should any bidder refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 1.12 <u>Addendum</u>: This Invitation for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda. See Section 1.13.
- 1.13 Offeror Registration: Offerors shall register via the on-line Vendor Registration system ProcureAZ at www.https://procure.az.gov, in order to automatically receive notification of addenda to this Solicitation or notice of other solicitation opportunities. A Offeror who is not registered with ProcureAZ must email the Gilbert representative shown above to make other arrangements to receive notice of addenda to this solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.
- 1.14 <u>Proposal Bond:</u> None required.

1.15 General Evaluation Standards:

1.15.1 Gilbert seeks to obtain the supplies described above ready for regular and normal use. Gilbert wishes to obtain the most reliable and productive supplies. Gilbert will be the sole judge of whether the supplies offered are acceptable. Bids from individuals who have provided inadequate supplies to municipalities in the past, or bids offering supplies proven unsatisfactory in Gilbert's sole judgment may be rejected and not considered.

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- 1.15.2 <u>Deviations From Specifications</u>. Any deviations from General Conditions and Specifications and Design Standards may render the bid non-responsive.
- 1.15.3 <u>Disqualification</u>. A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Bid rejected.
- 1.15.4 <u>Clarifications</u>. Gilbert reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.
- 1.15.5 <u>Waiver and Rejection Rights.</u> Gilbert reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 <u>Bid Preparation</u>:

- 1.16.1 Format. Bidders shall submit their Bid with an original and one (1) copy and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms. Exhibit A (Pricing List) shall be submitted in both hard copy and electronic format (USB drive or compact disc) using Town-issued Excel file available at www.gilbertaz.gov/rfp.
- 1.16.2 <u>No Facsimile or Electronic Mail Bids.</u> Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.
- 1.16.3 <u>Typed or Ink Corrections.</u> The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.
- 1.16.4 <u>No Modifications.</u> Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.
- 1.16.5 Content. The Bid shall contain all of the following information:

Prices. Unit Prices shall be listed in Exhibit A and shall include all freight (FOB destination), insurance, warranty costs, and any other applicable costs <u>excluding</u> taxes. The purchase of certain items or materials by Gilbert are exempt from the federal excise tax. Gilbert will furnish an exemption certificate upon presentation by the Successful Bidder at the time of purchase, if so requested by the Successful Bidder.

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Taxes. Sales/use tax will be determined by Town. Tax will not be used in determining lowest unit price.

Prompt Payment Terms. Bidder shall indicate prompt payment terms in the areas provided in the Bid Section.

Delivery. The bid shall indicate Bidder's promised delivery schedule, in the areas indicated in the Bid Section. As applicable, the bidder shall meet or exceed the delivery terms listed in the contract.

Descriptive Literature. All Bids shall include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail to allow full and fair evaluation of the Bid submitted. Failure to include this information may result in the Bid being rejected.

Brief description of the Bidder, including legal organization. Include name, address, phone, e-mail, and location of the firm's principal and local office.

Tax ID Number. Bidder shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A Town of Gilbert Sales Tax Number, if applicable, must also be supplied.

Licenses. Please list all applicable licenses and numbers.

Disclosure. If the firm, business or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

Item Grouping. Due to factors such as delivery location, pricing advantage, compatibility, etc., selected items within this solicitation have been grouped together for purposes of establishing a pricing agreement for these items. Such groups of items are identified within this solicitation specifications and the bid

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sheet provides for a subtotal price for each group. To be considered for award of each group, Bidders are required to provide prices on all items within this group and a subtotal price for the group. The Town may award more than one contract for any item within a group, at the Town's sole discretion, to satisfy the Town's needs or to ensure adequate competition on any project or task order.

Multiple Award Contract. The Town reserves the right to make separate awards or to make an aggregate award, whichever is deemed most advantageous to the Town.

Local Parts Supply. The Bidder shall indicate as part of the Bidder's bid one or more well-established local parts supply and service facilities in the Phoenix Metropolitan Area which will be able to supply any parts and services needed. If requested by Gilbert, the Bidder shall furnish inventory records from the local parts supply store to show that parts are readily available for the supplies.

Options and Alternatives. Bidder is requested to provide price quotes for any special options or alternatives available for its supplies, which may not have been covered in the bid specification. The option and/or alternative prices may be considered in the bid evaluation process. Also, Gilbert may or may not elect to purchase these options or alternatives.

Manufacturer's Representative. Dealers who submit a Bid as a manufacturers' representative shall supplement the Bid with a letter from each manufacturer involved certifying that the Bidder is a bona fide dealer for the specific equipment presented, that the Bidder is authorized to submit a Bid on such equipment, and guarantees contract performance should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards.

Suppliers. Bidder shall list all major suppliers.

References. Bidder shall list, in the Bid Section, at least three references of other governmental agencies to which Bidder has supplied similar supplies within the last ten (10) years, including names, addresses and telephone numbers.

Other information required to be supplied with Bid:

1.16.6 <u>Solicitation Addendum Acknowledgement.</u> Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

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- 1.16.7 <u>Evidence of Intent to be Bound.</u> The Bid form submitted shall include a signature by a person authorized to sign the Bid. The Authorized Signature Form shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.
- 1.16.8 <u>Non-Collusion and Non-Discrimination</u>. By signing and submitting the Bid, the Bidder certifies that:
- A. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
- B. The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 <u>Inquiries</u>

- 1.17.1 <u>Duty to Examine</u>. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.
- 1.17.2 <u>Contact Person</u>. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the Solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.
- 1.17.3 <u>Submission of Inquiries</u>. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.17.4 <u>Timeliness</u>. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

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- 1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on Gilbert verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- 1.17.6 Protests. Pursuant to the Municipal Code Section 2-365, a Bidder may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal.

The Contract commences upon execution of the Contract. If funds for the Contract are not appropriated or budgeted by July 1, 2014, Gilbert may terminate the contract by giving written notice to Vendor. Otherwise, the Contract commences upon execution by both parties and continues through June 30, 2015. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: 1) the Contract amount does not exceed \$100,000; 2) the original prices remain in effect during the renewal term; or 3) the original prices are adjusted during the renewal term based on any net percentage change in the prior calendar year in the Consumer Price Index, all Urban Consumers. The Gilbert Council must approve renewal in all other cases.

Any price adjustment must be requested at least 60 days prior to expiration of the current term. Any renewal shall be in writing and shall expressly state the prices for the supplies during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

- 2.2 Bonds: None required.
- 2.3 <u>Cooperative Use of Contract</u>: Upon written approval of the successful Offeror and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

Offeror shall provide those services described in Attachment 5, "Purchase Contract" attached hereto and made a part hereof by reference.

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- 3.1 <u>General Supplies Requirements:</u> The Bid Documents are intended to provide Gilbert with new supplies ready for regular and normal use. Upon award by Gilbert, Contract Documents, including the Bidder's bid, shall become a valid and binding contract between the Successful Bidder and Gilbert to provide the supplies specified herein. The term "supplies" shall mean the items listed in Attachment 5, "Purchase Contract."
- 3.2 <u>New and Compatible Supplies:</u> All supplies, components, and parts shall be new and unused. All supplies, components and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.
- 3.3 <u>Standard Make and Model:</u> The Bidder shall state the make and model number of the unit it is offering. The unit shall be equipped with the manufacturer's standard accessories which are included as standard in the advertised and published literature for the unit. No such accessory shall be removed or omitted for the reason that it was not specified in the Bid Documents or Bidder's Bid. Standard items may be removed only where necessary to install other items in lieu thereof to comply with the General Conditions and Specifications and Design Standards; and, any such removal or substitution shall be listed in writing as part of the Bidder's bid.
- 3.4 <u>National and State Standards and Regulations:</u> All supplies shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.
- 3.5 <u>Warranty:</u> The Successful Bidder hereby warrants, for a period of <u>12</u> months (unless specified elsewhere) from the date the supplies are accepted by Gilbert, to replace all defective parts and/or components, and to make any repairs resulting from defective design, materials, or workmanship. These repairs shall be made at the Successful Bidder's own expense and without any cost to Gilbert, and within a reasonable time frame as determined by industry standards. The Successful Bidder shall be obligated to Gilbert as the single-source provider of the supplies, and is required to honor all warranties, given or implied.
- 3.6 <u>Parts and Service Availability:</u> During the lifetime of the supplies, Bidder must be able to provide all parts needed for service and repair of the supplies within 48 hours after request or upgrade the order status to the highest shipping priority available at no additional cost to Gilbert.
- 3.7 <u>Authorized Parts:</u> All replacement parts and components shall be authorized by the supplies manufacturer.
- 3.8 <u>Risk of Loss:</u> The Successful Bidder shall ensure all supplies until delivery to and final acceptance of supplies by Gilbert. The Successful Bidder shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the

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supplies to Gilbert. Any such loss, injury, or destruction prior to delivery shall not release the Successful Bidder from any obligation owed hereunder.

- 3.9 <u>F.O.B. Point:</u> The supplies shall be F.O.B. destination and delivered to the Town of Gilbert, 900 E Juniper Ave, Gilbert, AZ 85234 unless specified otherwise.
- 3.10 <u>Delivered Service Ready:</u> The supplies shall be delivered ready to be put into intended service.
- 3.11 <u>Delivery Acceptance:</u> The supplies shall be delivered to Gilbert within time agreed upon by Gilbert's Representative. The supplies shall be in compliance with the General Conditions and supplies Specifications and Design Standards, at the time of delivery. Prior to acceptance of the supplies and payment of the invoice, Gilbert shall inspect the supplies against the General Conditions and Requirements for Bidders and the Specifications and Design Standards incorporated in the Successful Bidder's bid, and against any other specifications or warranties expressly provided for in the Successful Bidder's bid. The supplies must meet or exceed all such requirements agreed to in the Successful Bidder's bid.
- 3.12 <u>Invoice and Payment:</u> All invoices for supplies delivered shall be submitted within sixty (60) days from delivery. Payment for the supplies shall be made by Gilbert within thirty (30) days after delivery and acceptance of the supplies. Supplies that do not comply with the supplies Specifications and Bid Documents and bid shall be rejected. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the supplies are accepted. Invoices for the month of June shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) may not be paid by Gilbert.
- 3.13 <u>Patent Rights:</u> Bidder agrees to defend Gilbert at Bidder's own expense, in all suits, actions or proceedings in which Gilbert is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Gilbert's use of the goods purchased from the Bidder. Bidder further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against Gilbert.
- 3.13.1 <u>Royalty Rights:</u> Bidder agrees to indemnify and hold harmless Gilbert from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Gilbert's purchase and use of goods supplied by the Bidder.
- 3.13.2 <u>Covenant Clause:</u> It is expressly agreed by Bidder that these patent and royalty covenants are irrevocable and perpetual.

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3.14 <u>Emergency Response</u>.

- 3.14.1 Response. Gilbert is an emergency response organization. Successful Bidder services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Bidder to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Bidder shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.
- 3.14.2 <u>Emergency Contact</u>. Successful Bidder shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Bidder's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.
- 3.14.3 Payment. Successful Bidder shall be paid a premium not to exceed 10% above the standard contract prices for any services or supplies provided in the case of an emergency, at Gilbert's direction, and shall be entitled to reimbursement of expenses not covered by the standard contract prices at a premium not to exceed 10% above actual expenses. In considering the premium to be paid, Gilbert shall consider the good-faith efforts of Bidder to respond, the timeliness of response, and any other factors deemed relevant by either of the parties. If Gilbert believes Bidder's response was adequate, the full 10% premium will be paid; if not, Gilbert, in its reasonable discretion, will pay a lesser premium

SPECIFICATIONS AND DESIGN STANDARDS:

- 4.1 <u>Description:</u> Each Bidder shall submit sufficient descriptions, technical detail specifications and information, so that Gilbert may fairly and completely evaluate the product offered. Failure to comply may render a bid non-responsive. Any omission from these written Specifications and Design Standards shall not relieve the Successful Bidder from the responsibility of furnishing an operational unit complete and ready to operate at its intended use.
- 4.2 <u>Indicate Compliance:</u> The following Specifications and Design Standards are the minimum acceptable unless otherwise noted. The Bidder shall indicate compliance, list any deviations, and/or list any modifications needed to meet the Specifications and Design Standards, and/or list all data requested in the space provided.

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EACH BIDDER IS REQUIRED TO FILL IN EVERY BLANK AS DESCRIBED IN EXHIBIT A, SUPPLIES & PRICING LIST, INCLUDING "NO BID", WHEN APPROPRIATE. FAILURE TO DO SO CAN BE THE BASIS FOR REJECTION OF THE BID.

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BIDDER'S BID

1.	Bidder's Bid:	For the bid opening	, 2014 for Street Light Poles and
Suppli	es, Solicitatio	n No. 2014-4106-0367.	

- 2. <u>Covenant Clause:</u> It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.
- 3. <u>Conditions Accepted:</u> The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the kind, quality and quantity of supplies to be furnished by signing this bid. Bidder agrees to all conditions contained in the Bid Documents.
- 4. <u>Bid Price:</u> See Exhibit A, Supplies and Pricing Sheet
- 5. <u>Contract Acceptance:</u> Bidder proposes and agrees that if this bid is accepted, he or she will enter into a contract with Gilbert within ten (10) days after Gilbert's acceptance of this bid at the listed scheduled price.
- 6. <u>Affidavit:</u> The following affidavit is submitted by the Bidder as part of this bid:

The State of Arizona) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing Bidder's bid; That Bidder has not directly or indirectly entered into any agreement, express or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the Bidders, the parceling out to any Bidder or any other person of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any other person whatsoever, except those having a partnership or financial interest with him and said Bidder, until after the sealed bid or bids are open.

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That Bidder has received and review for this Bid (Bidder's failure to list all Addenda nur the Bid).	red all Addenda Nos issued mbers issued may be grounds for rejection of
the Bid).	
	Name
	Title
SUBSCRIBED AND SWORN TO I	BEFORE ME this day of
My Commission Expires:	Notary Public

AUTHORIZED SIGNATURE FORM

Gilbert Contract Number:	
Contractor Name:	
necessary for the prompt and efficient	of Gilbert requires that Contractor execute documents execution of the business related to the CONTRACT; on behalf of the Contractor, I hereby declare that
(Name of Parties Authorized)	
is/are authorized to execute and sign or	n behalf of said Contractor the following documents:
 The CONTRACT The Bond Payrolls Claims 	5. CHANGE ORDERS6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT
the duration of the CONTRACT for the duly given in writing, whichever is the Board of Directors, a copy of the Rese	on is granted the authority and duties herein referenced for is PROJECT or until express notice of revocation has been be lesser period. In the event Contractor is governed by a colution of the Board granting authority to said person(s) is at such Resolution remains in full force and effect.
Name	•
Title	
(Seal of Corporation)	
STATE OF)	
County of)	SS.

I,	of the
the Board of Directors of said co	of theof theover is a true and correct copy of a resolution adopted by orporation, at a meeting of said Board held on, and that the same is in full force and effect at this
time.	
DATED	, 20
	(Officer of Corporation)
(Seal of Corporation)	
STATE OF)	
STATE OF	SS.
	cknowledged before me this day of by,
appearing before the undersigned Notary behalf of said corporation for the purpose	y Public, and stated that he executed such instrument on
	Notary Public
My Commission Expires:	

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION

I,, the undersigned, on behalf of
(this company), do hereby consent and authorize all those companies and government entities
listed in my Proposal and any other government entity for whom this company has performed
professional services, to disclose and release to the Town of Gilbert, or their representatives,
information, records and opinions concerning this company's professional services performance
The purpose of this disclosure is to provide references to the Town of Gilbert.
hereby waives any claim it may have against the Town of
Gilbert or any company or entity providing information to the Town of Gilbert by reason of any
information being disclosed or opinions provided regarding the actions or performance of this
company.
This authorization for disclosure of information is effective for six (6) months.
This consent or copy of this authorization shall be as valid and effective as the original.
Dated:

Rve

Supplies - On-Going Supplies Purchase IFB Form No. 1.3.1.1

TOWN OF GILBERT, ARIZONA

REFERENCES

Provide names, addresses, and telephone numbers of entities for whom your organization has provided similar goods or services, preferably within the past five years. These references will be checked, so please make sure all information is accurate and current. Offerors may make multiple copies of this document if necessary.

Entity:
Address:
Contact:
Phone:
Email:
Service Date(s)/Contract Value (\$):
Goods or Services provided:
. Entity:
Address:
Contact:
Phone:
Email:
Service Date(s)/Contract Value (\$):
Goods or Services provided:
. Entity:
Address:
Contact:
Phone:
Email:
Service Date(s)/Contract Value (\$):
Goods or Services provided:
•

Supplies - On-Going Supplies Purchase IFB

PURCHASE CONTRACT	
Contract No.	

Vendor:				
Vendor Address	:			
This Cor	ntract is entered into between	en the Town o	f Gilbert, Arizona ("	'Gilbert") and
	("Vendor") this	day of	, 20	Ź

- 1. <u>Agreement to Purchase</u>: Vendor agrees to offer to sell to Gilbert, the Purchased Items described in Exhibit A ("Purchased Items") in accordance with all requirements of the General Conditions, Specifications and Design Standards and Vendor's bid. The General Conditions, Purchased Items Specifications and Design Standards and Vendor's bid are incorporated into this Contract as though fully set forth herein. Gilbert will only purchase Purchased Items as and when needed.
- 2. <u>Risk of Loss:</u> Vendor shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the Purchased Items to Gilbert. Any such loss, injury, or destruction prior to delivery shall not release Vendor from any obligation owed hereunder.
- 3. <u>Delivered Service Ready:</u> The Purchased Items shall be delivered ready to be put into intended service.
- 4. <u>Delivery Acceptance:</u> The delivery date for Purchased Items shall be as set forth in each order. Prior to acceptance of the Purchased Items and payment of the invoice, Customer shall inspect the Purchased Items to confirm compliance with the requested Purchased Items specifications. The inspection may include testing where the nature of the Purchased Items cannot be adequately determined otherwise. The cost of testing shall be borne by Gilbert, except where the goods are nonconforming. In such case, Gilbert may recover the reasonable cost of inspection and testing from Vendor as part of its incidental damage caused by Vendor's breach.
- 5. Patent and Royalty Rights: Vendor agrees to defend Gilbert at Vendor's own expense, in all suits, actions or proceedings in which Gilbert is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Customer's use of the goods purchased from the Vendor. Vendor further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against the Vendor. Vendor agrees to indemnify and hold harmless Customer from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Customer's purchase and use of Purchased Items supplied by Vendor. It is expressly agreed by Vendor that these patent and royalty covenants are irrevocable and perpetual.

6. <u>Applicable Law</u>: This Contract shall be governed by the laws of the State of Arizona without regard to any choice of law provisions thereof.

7. Compliance with Laws:

- (a) Vendor represents that all goods and services, delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended.
- (b) Vendor shall be responsible for compliance with any federal, state and local laws and regulations applicable to its installation of the Purchased Items furnished hereunder, and will obtain any permits required for such installation.
- 8. <u>Assignment</u>: This Contract may not be assigned by Vendor without the prior written consent of Gilbert, and any assignment without such consent shall be null and void.
- 9. <u>Attorneys Fees</u>: If any action at or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- 10. Termination for Failure to Budget; Contract Term and Renewal: If funds for this Contract are not appropriated or budgeted by July 1, 2014. Gilbert may terminate this contract by giving written notice to Vendor. Otherwise, the Contract commences upon execution by both parties and continues through June 30, 2015. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: 1) the Contract amount does not exceed \$100,000; 2) the original prices remain in effect during the renewal term; or 3) the original prices are adjusted during the renewal term based on any net percentage change in the prior calendar year in the Consumer Price Index, all Urban Consumers. The Gilbert Council must approve renewal in all other cases.

Any price adjustment must be requested at least 60 days prior to expiration of the current term. Any renewal shall be in writing and shall expressly state the prices for the Purchased Items during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

11. <u>Entire Agreement</u>: This Agreement (which includes the General Conditions, Purchased Items Specifications and Design Standards and Vendor's bid) constitutes the entire agreement between the parties, and any oral representations or terms set forth in a separate acceptance form or delivery slip shall not alter the terms and conditions of this Agreement.

Dated the year and date set forth above.

Supplies - On-Going Supplies Purchase IFB

TOWN OF GILBERT	VENDOR
By	By
ATTEST:	Its:Authorized Representative
Town Clerk	
APPROVED AS TO FORM:	
L. Michael Hamblin Town Attorney	

EXHIBIT A

SUPPLIES AND PRICING LIST

	F ₀ 4		1				
Item	Est. Annual	Town of Gilbert Detailed	Town of				
No.	Qty.	Description	Gilbert	Unit	Total Price**		
	٠.,٠	2000 i piloti	Stock No.	Price**	Total Tiloo		
	Group 1 Street Light Poles						
1.	5 ea.	P901 NEW Detail Streetlight pole Arterial			\$		
2.	5 ea.	P901 NEW Detail Streetlight pole			\$		
	.	Residential					
3.	6 ea.	Pole, Street Light, 41' 6", P-1 Spec.,			\$		
4.	6 ea.	Pole, Street Light, 33' 6", P-2 Spec.,			\$		
5.	6 ea.	Pole, Street Light, 41' 6", P-3 Spec.,			\$		
6.	6 ea.	Pole, Street Light, 38' 6", P-4 Spec., plus			ק \$		
		A2 arm					
7.	06 ea.	Pole, Street Light, 27' 0", P-5 Spec., plus			\$		
		A4 arm					
8.	06 ea.	Pole, Street Light, 31' 0", P-6 Spec., plus			\$		
		6'6" arm					
9.	06 ea.	Pole, Street Light, 35' 0", P-7 Spec., plus			\$		
4.0		6'6" arm					
10.	5 ea.	Pole, Street Light, 23' 6", P-8 Spec.,			\$		
11.	5 ea.	Pole, Street Light, 32' 0", P-9 Spec., plus			\$		
40	F 00	A1 arm			φ		
12.	5 ea.	Pole, Street Light, 27' 0", P-9A Spec., plus A1 arm			\$		
13.	5 ea.	Pole, Street Light, 35' 0", P-10A Spec.,			\$		
13.	J ca.	Fole, Street Light, 35 0 , F-10A Spec.,			Ψ		
14.	8 ea.	Pole, Street Light, 40' 0", P-210 Spec.,			\$		
	o oa.	plus 2 18' arms			*		
		Total Above Items 1-14, 0	Group 1 \$				
		,	<u> </u>				
		Group 2 Street Ligh	t Poles				
15.	4 ea.	*Pole, Street Light, 12' 0", Approved					
		Manufacturer Architectural Area Lighting			\$		
		DB3-5F12-188BLK*					
16.	4 ea	*Streetlight Fixture Approved					
		Manufacturer Architectural Area Lighting			\$		
		PRMS V3 150HPS RST BLK 120/240					
17.	4 ea	*Niland Town of Gilbert Series "Brown			\$		
		Bronze" single arm 25' 8"					
18.	4 ea	*Niland Town of Gilbert Series "Brown			\$		
4.5		Bronze" double arm 25' 8"			Φ.		
19.	4 ea	*Capitol Series Light Pole 10' 4" cast			\$		
		aluminum (Niland) fluted, tapered, and					
		powder coated					

Item No.	Est. Annual Qty.	Town of Gilbert Detailed Description	Town of Gilbert Stock No.	Unit Price**	Total Price**
20.	4 ea	*Capitol Post Top Luminaire Model Number NIL-2014-3-FCUT-424-III (Niland)			\$
21.	4 ea.	*Capitol Series Light Pole 12' cast aluminum (Niland) fluted, tapered, and powder coated			\$
22.	4 ea.	*Sternberg Light Code 100W HPS Luminaire Code CAS6			\$
23.	4 ea.	*Sternberg Pole Code 5222FP5 22' 5" DIA Fluted Pole 6061-T6 Structural Grade Aluminum welded for single construction			\$
24.	4 ea.	*Sternberg Light Code 70 W HPS Luminaire Code 1913 MOD			\$
25.	4 ea.	*Sternberg Pole Code 650FP5-22 Fluted Pole 6061-T6 Structural Grade Aluminum welded for single construction			\$
26.	4 ea.	*Niland El Paso Series "clam shell only"			\$

Total Above Items 15-26, Group 2 \$
*Pricing for these items must state "or approved equal". Otherwise, pricing will be considered in accordance with the item description/model shown above.

Group 3 Street Light Supplies					
27.	24 ea.	70 WATT HPS LU MED LAMP	\$		
28.	24 ea.	100 WATT HPS LU MED LAMP	\$		
29.	800 ea.	100 WATT HPS MOGAL LAMP	\$		
30.	800 ea.	150 WATT HPS MOGAL LAMP	\$		
31.	800 ea.	250 WATT HPS MOGAL LAMP	\$		
32.	12 ea.	250 WATT EQUAL L.E.D. COBRA	\$		
33.	ea.	100 WATT COBRA HEAD LUMINARE	\$ N/A	١	
34.	ea.	150 WATT COBRA HEAD LUMINARE	\$ N/A	١	
35.	ea.	250 WATT COBRA HEAD LUMINARE	\$ N/A	١	
36.	ea.	100 WATT SHOEBOX LUMINARE	\$ N/A	١	
37.	ea.	150 WATT SHOEBOX LUMINARE	\$ N/A	١	
38.	ea.	250 WATT SHOEBOX LUMINARE	\$ N/A	١	
39.	3400 ea.	INSTANT SCREW ON FISCHER PIERCE			
		PHOTO CONTROLS/SENSORS	\$		
40.	24 ea.	#5 FIBERLYTE J/BOX W/LID & BOLTS	\$		
41.	900 FT	3/4" WATER TIGHT FLEXIBLE PVC	\$		
		CONDUIT			
42.	1400 ea.	KTK 10AMP 600V MIDGET FUSES	\$		
43.	1400 ea.	HEB-AA MIDGET FUSEHOLDERS	\$		
44.	1400 ea.	SINGLE CONDUCTOR INSULATED	\$		
		BOOTS FOR FUSEHOLDERS			
45.	24 ea.	5/8" X 8' COPPER GROUND RODS	\$		
		W/ACORNS			

Supplies - On-Going Supplies Purchase IFB Form No. 1.3.1.1

Revised: August 22, 2013

Item No.	Est. Annual Qty.	Town of Gilbert Detailed Description	Town of Gilbert Stock No.	Unit Price**	Total Price**
46.	5000 FT	12/2 INSULATED DIRECT BURIAL CONDUCTOR (ROLMEX)			\$
47.	1500 FT	#8 SOLID BARE BOUND GROUND WIRE			\$
48.	125 ea.	100-150 WATT HPS BALLAST RE-BUILD KITS			\$
49.	125 ea.	250-400 WATT HPS BALLAST RE-BUILD KIT			\$
50.	200 ea.	35-150 WATT IGNITORS			\$
51.	200 ea.	150-400 WATT IGNITORS			\$
Total Above Items 27-51, Group 3 \$					

^{**&}lt;u>Unit</u> prices listed in Exhibit A shall include all freight (FOB destination), insurance, warranty costs, and any other applicable costs <u>excluding</u> taxes. All unit prices shall include bolts, plates, hardware, rebar cages, and other incidental items necessary to install item.

Sales/use tax rate will be determined by Gilbert. Tax will not be used in determining lowest unit price.